

**AGREEMENT
BETWEEN**

THE TOWNSHIP OF CARNEY'S POINT

AND

TEAMSTERS LOCAL UNION NO. 676

POLICE DISPATCHERS

EFFECTIVE DATES:

July 1, 2011
up to and including
December 31, 2012

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PREAMBLE

This Agreement entered into this 28 day of March, 2012 by and between the TOWNSHIP OF CARNEY'S POINT, in the County of Salem, State of New Jersey, Municipal Corporation of the State of New Jersey, (hereinafter called the "Township"), and the TEAMSTERS LOCAL UNION NO. 676, (hereinafter called the "Union") pursuant to the provisions of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et. seq., as amended (the "Act"), represents the complete and final understanding on bargainable issues between the aforementioned parties.

WITNESSETH:

WHEREAS, this Agreement is designed to promote and maintain a harmonious relationship between the Township of Carney's Point and its employees who are within its provisions in order that a more efficient and progressive public service may be rendered by both; and

WHEREAS, the well-being of employees and efficient administration of the Township are benefited by providing a clear statement of the contractual rights of employees;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 **RECOGNITION**

A. In accordance with Public Employment Relations Commission Docket No. RO-84-110 the Township recognizes the Union as the exclusive bargaining representative for all full time and part time Police Dispatchers, employed by the Township in the Police Department, excluding all other "casual" dispatchers, blue collar employees, all white collar employees, professional employees, Policemen, Crossing Guards, Emergency Medical Technicians, Firemen, Heads and Deputy Heads of

Departments and Agencies, Managerial Executives, and all other Township employees within the meaning of the Act.

B. The title "Employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males and females.

C. Full Time Dispatchers are defined as regularly scheduled employees working a minimum of 35 hours a week or 1820 hours a year. Part Time employees are those regularly scheduled employees working a minimum of 20 to 35 hours a week or 1040 to 1820 hours a year. Casual employees are defined as those who fill in on as needed basis to cover vacations, sick leave and emergency situations and are not defined as F/T or P/T employees. In no case will casual employees permanently displace F/T or P/T employees of their regularly scheduled hours.

ARTICLE 2

NON-DISCRIMINATION

Neither the Township nor the Union shall, by reason of race, creed, color, age, national origin, ancestry, physical disability, political belief, marital status, sex or by reason of Union membership or non-membership, discriminate against any person who is qualified and available to perform the work to which the Employment relates.

ARTICLE 3

MANAGEMENT RIGHTS

The Township, in conformance with law, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws, and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

A. The executive management and administrative control of the Township Government and its properties, and facilities, and the activities of its employees;

B. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees and to make and modify work rules in connection therewith;

C. To suspend, demote, discharge or take other disciplinary action for good and just cause.

The exercise of the foregoing powers, rights, authority, duties, or responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the extent such specific and expressed terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States and the Ordinances, Personnel Policies and Procedures and Police S.O.P. Procedures of the Township of Carney's Point. The Union Contract will supersede these policies on issues clearly spelled out in this agreement unless deemed illegal by the laws of the United States or the State of New Jersey.

Nothing contained herein shall be construed to deny or restrict the Township in the exercise of its rights, responsibilities and authority under N.J.S.A. 40A:1 et seq. or any other national, state, county or local laws.

ARTICLE 4 **UNION RIGHTS**

A. Authorized representatives of the Union shall be permitted to inspect any portion of a facility owned by the Township to which a Police Dispatcher is assigned to work upon notice to and with the consent of the Township Administrator or her designee, which consent shall not be unreasonably withheld. The Union shall provide the names of the authorized representatives, which names shall be filed in writing with the Township Administrator or her designee. The inspection permitted pursuant to this paragraph shall be for the purpose of processing or investigating grievances and ascertaining that the Agreement is being adhered to. The authorized representatives shall not interfere with the normal conduct of the work within the facility subject to inspection.

B. The Union shall have the right to send applicants for job openings to the Township Personnel Office, and the Township agrees to give the same consideration to Union-sent applicants as is given to applicants from other sources. This provision shall not be deemed to require the Township to hire Union applicants or to preclude the Township from hiring employees from other sources. The availability of all openings for permanent positions in this bargaining unit will be posted upon the bulletin board for a period of fourteen (14) days.

C. The Union shall have the right to designate a Chief Shop Steward and shop steward(s) and alternate(s) from the Township's seniority list. The shop steward's authority shall be limited to and shall not exceed the following duties and activities:

1. Investigate and present grievances to the Township or the Township's designated representatives, in accordance with the provisions of the Collective Bargaining Agreement;

2. The transmission of information regarding Union matters, provided the activity is not performed on Township time, without the Township's prior written consent. Reasonable posting upon the bulletin board of Union related notices may be performed by the Stewards or his alternates during working hours;

3. The Shop Stewards shall have no authority to authorize strike action, slowdowns or work stoppages, or any other action interrupting the Township's business. The Township, in recognizing the limitations upon the authority of Shop Stewards and their alternates, shall have the authority to impose proper discipline including discharge in the event the Shop Steward or alternate authorizes a strike action, a slowdown or work stoppage in violation of this Agreement.

ARTICLE 5

REPRESENTATION FEE/AGENCY SHOP

A. If such an employee does not become a member of the Union during any membership year (from January 1 to the following December 31) which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

B. Prior to the beginning of each membership year, the Union will notify the Township in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will equal to 85% of that amount.

C. 1. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Township a list of those employees who have not become members of the Union for the then

current membership year. The Township will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee will transmit the amount so deducted to the Union.

2. The Township will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership in question. The deductions will begin with the first paycheck paid:

a. within sixty (60) days after receipt of the aforesaid list by the Township; or

b. sixty (60) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Township in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid thirty (30) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

4. The Union will notify the Township in writing of any changes in the list provided for in Paragraph 1, above, and/or reflected in any deductions made more than sixty (60) days after the Township received said notice.

5. The Union agrees that it has established and shall maintain at all times a demand and return system as provided by N.J.S.A. 34:13-5 (c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the Township shall immediately cease making said deductions.

6. The Union shall save the Township harmless from any claims raised against it by any employee as a result of the Authority's fulfilling its obligations under this article.

7. The Union shall make a copy of its Demand and Return System together with any revisions thereto available to the Township prior to the institution of this article.

ARTICLE 6

SENIORITY

A. Seniority for full-time employees and part time employees is defined to mean an accumulated length of continuous service with the Township in their job classification, computed from the last date of hire.

B. An employee's seniority shall not be reduced by time lost due to absence for bona fide illness or injury certified by a physician, or approved leave of absence.

C. Seniority shall be lost and employment terminated if any of the following occur:

1. Discharge with cause;
2. Resignation;
3. Failure to return immediately upon expiration of authorized leave;
4. Absence for three (3) consecutive working days without leave or notice;
5. Engaging in any other employment during an approved leave of absence;
6. Employees who have been on layoff status in excess of one (1) year;
7. Failure of laid-off employee to respond within three (3) days of notification of recall, and report to work within seven (7) days of notification. Notification shall be by certified mail to employees last known address.

D. Once each year, during the month of January, the Township shall compile and submit to the Union in writing; and then post in a conspicuous place, a seniority list or lists from the regular payroll records. There will be a separate seniority list for both full time and part time employees. Any employee hired after said posting shall have their names added to this list in order of date of hire, and the Union shall be notified of such additions. Any controversy over the seniority standing of any employee on the seniority list shall be submitted as a grievance within the (10) days after posting, after which the list shall become binding.

E. After an employee has completed his probationary period, the employee shall gain seniority status and his seniority on the seniority list shall revert to the first day of his probationary period.

ARTICLE 7 **GRIEVANCE PROCEDURE**

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may rise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department Staff.

C. With regard to employees and the Township the term "Grievance" as used herein means an appeal by an individual employee, group of employees or the Township, from the interpretations, application or alleged violation of the terms and conditions of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

1. Step One - Except as provided in Article 6, Paragraph D, the aggrieved or the Union shall institute action under the provisions hereof within five (5) working days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

2. Step Two - If no agreement can be reached orally within two (2) working days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within five (5) working days thereafter to the immediate supervisor or supervisor's designated representative. The immediate supervisor or supervisor's designated representative shall answer the grievance in writing within five (5) working days of receipt of the written grievance.

3. Step Three - If the Union wishes to appeal the decision of the immediate supervisor, such appeal shall be presented in writing to the Chief of Police within five (5) working days thereafter, the Chief of Police shall respond, in writing, to the grievance within ten (10) working days of the submission.

4. Step Four - If the Union wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Mayor or Mayor's designee within five (5) working days thereafter. The Mayor or Mayor's designee shall respond in writing to the grievance within fifteen (15) working days of the submission.

5. Step Five - Only grievances pertaining to discharges, suspensions of five (5) days or more or contractual violations that are not settled in Steps One, Two, Three, and Four are eligible for this step. Either party shall have the right to submit the dispute to arbitration within fifteen (15) working days of resolution of Step 4 pursuant to the rules and regulations of the Public Employment Relations Commission. Failure to submit a timely request for arbitration shall be deemed a waiver of the right to arbitrate.

a) The costs for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

b) The parties direct the arbitrator to decide, as a preliminary question, whether he has the jurisdiction to hear and decide the matter in dispute.

c) The arbitrator shall be bound by the provision of this Agreement and the Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto, and in rendering the decision, shall be bound by the Laws of the State of New Jersey and the decision of its Courts. The decision of the arbitrator shall be final and binding.

E. Upon prior notice to and authorization of the Chief of Police, the designated Union Representative shall be permitted to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth

herein during working hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township of Carney's Point as determined by the Chief of Police or require the recall of off-duty employees or overtime payment to employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered by the Township within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been upheld in favor of the aggrieved. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE 8 **BULLETIN BOARD**

The Union shall have the use of the bulletin board located in the Police Dispatch area for the posting of notices relating only to the meetings and official business of the Union. No other notices shall be posted unless approved by the Chief of Police.

ARTICLE 9 **DISCIPLINE AND DISCHARGE**

The parties agree that in matters of discipline and discharge, employees shall be subject to the rules, regulations, general orders and procedures of the Township of Carney's Point.

ARTICLE 10 **PROMOTIONS AND TRANSFERS**

A. All job/shift openings or vacancies shall be posted as soon as reasonably possible by the Township on the employee's bulletin board for a period of five (5) consecutive calendar days. At the end of that period, the position shall be awarded and become effective as soon as reasonably possible following the conclusion of the posting period. Any employee wishing to bid for the opening or vacant position shall do so in writing by signing the posting and notifying the Chief of Police.

B. All openings or vacancies for this position shall be reviewed by the Chief of Police and filled at his/her discretion among current employees. The aforesaid does not detract from any management rights set forth in ARTICLE 3 hereinabove provided.

ARTICLE 11

MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union or any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

B. The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township, and that the Union will order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE 12

WORK PERFORMED BY COVERED EMPLOYEES

A. It is agreed by the parties that no provision of this contract shall be deemed to limit in any manner whatsoever the authority of the Chief of Police or his designee to assign police officers/police dept. Clerk to duty as radio dispatchers when necessary, or to intervene in the operation of the communications facilities when necessary.

B. It is also agreed that this article shall not be used to deny a member of the bargaining unit any work opportunity, nor shall it be used to reduce the work force by the use of non-bargaining unit personnel.

ARTICLE 13
TRAINING TIME

- A. Employees will participate in training at the Police Headquarters, or such other places as may be required.
- B. The amount and schedule of training time shall be determined by the Chief of Police. Payment shall be as required by law.
- C. The Township will use the employee's on duty-time when the Chief of Police determines it is possible to fulfill the requirement for training purposes only. All costs for Township approved training will be paid for by the township.
- D. Training-time is not to be interpreted as including that time spent by the Superior Officers with an employee reviewing reports, evaluating the employee's performance, or other matters relating to an individual employee, but it is intended to encompass instruction and training required by the Police Department.
- E. The Township will pay for any Township Committee approved training that the employee requests to attend to keep any certificates that have been previously attained current. Township approval shall not be arbitrarily withheld.

ARTICLE 14
SUPERSEDING CLAUSE

This Agreement supersedes any and all other Agreements dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this Agreement.

ARTICLE 15
HOURS OF WORK AND COMPENSATORY TIME

- A. The regular duty schedule for full-time employees will provide a basic work week of thirty six (36) hours or forty eight (48) hours composed of twelve (12) hour work shifts with offsets not to exceed one hundred sixty (160) hours in any thirty (30) day period; **unless employees return to eight (8) or ten (10) hour shifts.**
- B. In the event that employees covered by the agreement return to 8 or 10 hour shifts, employees under this Agreement shall be paid at the rate of time and one half (1 1/2) for all hours worked in excess of **eight (8) or ten (10) hours in a day or forty (40) hours in a week.**
- C. The request for exchange for hours of duty by an employee may be granted by the Chief of Police or his designee provided such request has been made through channels and in conformance with the needs of the Department. In volunteering to exercise the provisions of this Article, no employee shall work more than two (2) consecutive shifts and the overtime provisions of this Article shall not apply to the second shift unless the employee is ordered to work hours in excess of this shift, in which case the Article on Overtime shall be applicable to these excess hours.
- D. Compensatory time off earned during a calendar year if unutilized will be compensated for at straight time rates (at the rate earned) by the Township unless the employee requests and is granted the right to accumulate such time off for the succeeding year. Such approval may be granted at the discretion of the Chief of Police or designee, which approval may not be arbitrarily denied. In the event of such accumulation that time off must be taken subject to the approval of the Chief of Police or designee.

ARTICLE 16
OVERTIME

- A. **All employees shall receive overtime pay for all work in excess of twelve (12) hours in any day or eighty (80) hours in any pay period, at the rate of one and one half (1½) the employee's regular base rate of pay. Overtime would apply after 8 or 10 hours if the shifts are changed for the unit to either 8 or 10 hour shifts and after 80 hours in any pay period.**

- B. Reasonable notice will be given if overtime is to be worked by regularly scheduled shift employees, unless it is an emergency situation.
- C. Overtime: **Casuals can cover a shift without offering overtime to a Full-time Dispatcher, if they refuse then Full-time Dispatchers will be offered the O/T in seniority order. Part-time dispatchers will be offered the O/T in seniority order if no casual or F/T Dispatcher accepts the O/T.** All overtime opportunities, when known in advance, shall be posted and covered employees shall have the first option for the overtime opportunity as per the terms above.

ARTICLE 17 **PAY PERIODS**

- A. When the regular payday occurs on a holiday, the Township shall pay the employees on the regular workday immediately preceding the holiday.
- B. With each paycheck, employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.
- C. All employees shall be paid on the 15th and 30th of each month. Each payday period runs from the 1st of the month to the 15th of the month and from the 16th of the month to the end of the month.

ARTICLE 18 **SICK LEAVE**

- A. Employees in the bargaining unit shall be allowed paid sick leave of ninety six hours (96) hours per year. Sick leave shall be earned at the rate of 8 hours each month. During the first calendar year of employment employees shall earn sick leave on a prorated monthly basis.
- B. Sick leave shall be based upon the individual employee's regular straight time base rate of pay, exclusive of shift premiums, for the day on which he is absent from work because of such accident or illness.
- C. Sick leave shall not be granted to an employee until the completion of the probationary period.

D. A doctor's certificate may be required at the Township's option as a condition for payment of sick leave, except with respect to a period of time during which an employee is hospitalized. Abuse of sick leave shall be cause for disciplinary action.

E. Employees shall not be compensated for unused accumulated sick leave upon termination of their employment with the Township. Upon retirement from said employment, or upon death, the employee or surviving spouse shall be entitled to 50% of accumulated sick leave up to a cap of \$5,000.00.

F. Sick leave benefits shall be integrated with welfare payments, worker's compensation or disability income. Under no circumstances will any combination of sick leave benefits with welfare, worker's compensation or disability income benefits exceed an employee's regular straight time base rate of pay or weekly rate of pay. The Township may also require a certificate of hospitalization.

G. Sick leave shall be payable only with respect to a work day on which the employee would otherwise have worked, and shall in no event apply to an employee's scheduled day off, holiday, vacation, leave of absence, or to any day for which an employee has received full pay from the Township.

H. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required by the Township before returning to work.

I. Before return to work, the Chief of Police may require an employee who has been absent because of personal illness or injury, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing normal duties and that return will not jeopardize the health of other employees.

J. No benefits will be paid by the Township, or its Insurance Carriers, if employee is injured working at a second job.

ARTICLE 19 **MILITARY LEAVE**

The Township agrees to provide all employees with military leave in accordance with Federal statutes.

ARTICLE 20

JURY LEAVE

A. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Township the difference between his daily base rate of pay (up to a maximum of a regular work day) and the daily jury fee, subject to the following conditions. Any payment received for jury service must be returned to the Township within two (2) weeks upon receipt if the Township has paid the employee salary during the day(s) served on jury duty.

1. The employee must notify his supervisor immediately upon receipt of a summons for jury service;
2. The employee has not voluntarily sought jury service;
3. No reimbursement of wages will be made for jury service during holidays, vacation or the employee's regular day off or other time off from Township employment.
4. The employee submits adequate proof of the time served on the duty and the amount received for such service.

ARTICLE 21

FUNERAL LEAVE

- A. In the event of death in the employee's immediate family, the employee shall receive five (5) consecutive calendar days off without loss of pay - one (1) of which must be the day of the funeral.

An employee's "immediate family" shall be considered: parents, parents in-law, spouse, civil union partner, children, step-children, siblings, grandparents, brothers or sister-in-law, son/daughter in law, stepparents, foster child, and grandchildren. Proof of death may be required by the Township.

- B. In the event of death in the employee's extended family, the employee shall receive one (1) scheduled calendar days off without loss of pay, which must be the day of the funeral.

- C. An employee's "extended family" shall consist of niece, nephew, aunt and uncle or any person related by blood or marriage residing in an employee's household.

ARTICLE 22 FAMILY/MATERNITY LEAVE

FAMILY LEAVE

A. All employees shall be entitled to unpaid family leave of up to twelve (12) weeks in any twelve (12) month period under the terms and conditions set forth in the Family Leave Act, N.J.S.A. 34:11B-1 ("Act").

The parties hereto agree that no employees shall be entitled to any greater benefit or enjoy any greater rights than those conferred upon such employee pursuant to the Act as in effect on June 1, 1994.

B. Nothing in this Article shall be construed as applying, directly or indirectly, to any employee not covered by this contract and same shall not be construed as a waiver of any statutory rights, exceptions or defenses available to the employer.

MATERNITY LEAVE

A. Request for maternity leave shall be made in writing no later than thirty (30) days prior to the commencement of the leave, except where emergent circumstances warrant shorter notice.

B. The pregnant employee shall be granted earned and accumulated sick and vacation leave time during the pregnancy and the period following childbirth.

C. In addition, a female employee may be granted maternity leave without pay and without benefits up to one (1) year provided, however, that such leave is medically necessary as the result of a continuing disability related to the pregnancy or childbirth. The necessity for such leave together with a statement explaining the disability and its relationship to either the pregnancy or childbirth, shall be verified in writing by a doctor, and presented to the employer along with the employee's request for leave. The employer retains the right to require such medical examinations by its physicians as are reasonably necessary to determine the medical necessity for the requested leave.

- D. Nothing in this Article shall be construed as applying, directly or indirectly, to any employee not covered by this contract and same shall not be construed as a waiver of any statutory rights, exceptions or defenses available to the employer.

ARTICLE 23

LEAVE OF ABSENCE

A. Any employee desiring a leave of absence without pay from the Township shall secure written permission from the Township with notice to the Union.

B. Upon the written request of an employee, Leaves of Absence without Pay and without accrual or payment of fringe benefits shall, at the Township's sole discretion, be granted to an employee who has established valid justification for such leave.

C. The maximum leave of absence shall be fifteen (15) days and may be extended for an additional fifteen (15) days at the sole discretion of the Township.

D. Permission for extension must be secured from the Township with notice to the Union.

E. During the period of absence, the employee shall not engage in full-time or part-time employment whatsoever. Failure to comply with this provision shall result in the complete loss of seniority rights with the employee involved, and may result in the employee's loss of employment with the Township, at the Township's sole discretion.

F. The employee shall be responsible for the continued payments for and may make suitable arrangements with the Township for the continuation of benefits.

ARTICLE 24

UNION LEAVE

Whenever practicable, meetings between representatives of the Township and the Union for the negotiation of terms of the Agreement shall be scheduled during non-working time of affected employees. When it is necessary to schedule such meetings during regular working time, a maximum of one (1) employee whose attendance is required shall be paid at regular straight time rates as required to attend such meetings.

ARTICLE 25
PERSONAL DAYS

Each employee shall be entitled to twenty four (24) personal hours. Employees shall be required to give forty-eight (48) hours notice to his/her supervisor as to the personal day he/she wished to take. Such leave will be granted subject to work force needs. Personal days must be utilized by December 31st of the year in which such days were earned. In the event the scheduled work hours/shift converts back to eight (8) hour shifts, the personal hours will be reduced to sixteen (16). In the event the scheduled work hours/shift converts to ten (10) hour shifts, the personal hours will be twenty (20).

ARTICLE 26
PAID-HOLIDAYS

New Year's Day
Independence Day
Veterans Day
Thanksgiving Day
Christmas Day

Martin Luther King's Birthday
Easter Sunday
Labor Day
Day after Thanksgiving

Presidents Day
Memorial Day
Columbus Day
Christmas Eve

ARTICLE 27
VACATIONS

A. Each employee shall be entitled to annual vacation leave with pay in accordance with the following schedule:

- | | |
|---|---|
| 1. During the first (1 st) calendar year of employment if appointed after June 30; | 0 Hours |
| 2. During the first (1 st) calendar year of employment if appointed Prior to June 30; | <u>Forty (40)</u>
<u>Hrs Straight Time</u> |
| 3. From the second (2 nd) calendar year through and including the fifth (5 th) calendar year of employment; | <u>Eighty (80)</u>
<u>Hrs Straight Time</u> |
| 4. From the fifth (5 th) calendar year Through and including the eighth (8 th) calendar year of employment; | <u>One Hundred Twenty</u>
<u>(120) Hrs Straight Time</u> |
| 5. From and after the ninth (9 th) year Through and including the twelfth (12 th) year | <u>One Hundred Sixty</u>
<u>(160) Hrs Straight Time</u> |
| 6. From the thirteenth (13) year through The twentieth (20 th) year | <u>Two Hundred (200)</u>
<u>Hrs Straight Time</u> |
| 7. From the 21 st year and thereafter | <u>Two-Hundred Forty</u>
<u>(240) Hrs Straight Time</u> |

B. Accumulation of annual vacation leave from year to year may be permitted at the discretion of the Department Head with approval of the Mayor, for up to eighty (80) hours to be used by the end of the next year, provided the employee is given the opportunity to utilize such hours during this period.

- E. An annual vacation leave schedule shall be prepared in accordance with the provisions of this Article by seniority up till March 31st.
- F. A "vacation day" shall be construed to **reflect the hours worked in the shift whether it is twelve (12) hours, ten (10) hours or eight (8) hours** and shall not include those which the employee otherwise would normally have off during the course of any given work week.

ARTICLE 28 COMPENSATION

- A. All bargaining unit members shall receive a salary increase of:
1% Retroactive to July 1, 2011.

	<u>July 1, 2011</u>
P/T Dispatcher (less than 1 yr)	\$12.35
P/T Dispatcher (after 1 yr)	\$12.97
F/T Dispatcher (less than 1 yr)	\$13.58
F/T Dispatcher (after 1 yr)	\$14.57
F/T Dispatcher (after 2 yrs)	\$15.54
F/T Dispatcher (after 4 yrs)	\$16.30
F/T Dispatcher (after 9 yrs)	\$17.06

Current Shift Differential (6 PM to 6 AM) Shall Remain as is:

Hourly rate	\$0.50
Overtime	\$0.75

If department returns to three (3) eight (8) hour shifts, the 2nd and 3rd shift will receive the differential. If ten (10) hour shifts are created, the second shift will receive the differential

- B. Pay periods will be on the 15th and 30th of each month.

ARTICLE 29 MEDICAL BENEFITS

- The following health insurance benefits shall be provided by the Township:
As per Chapter 78 P.L. 2011 and as per the township Health Insurance Policy listed in Section Four of the Employee Handbook.
- Upon retirement from Carney's Point Township during the tenure of this contract and after completion of 30 years of service, medical, dental and prescription insurance coverage shall be provided for the retiree and his/her family (at the time of

his/her retirement) up to age 65, providing those eligible annually certify that they have no other medical coverage.

Should the retiree move out of the area serviced by the Township's medical carrier, the retiree and his/her family shall be provided with a quarterly reimbursement for their coverage, providing those eligible for out of area coverage annually certify that they have no other medical coverage and provide proof of payment to the out of area medical insurance carrier.

Effective July 1, 2011 the maximum cost to the Township for this coverage shall not exceed 50% of the actual cost of the medical, prescription and dental coverage for the retiree and his/her family up to \$9,000 annually.

Any cost in excess of the agreed upon amount to the retiree shall be paid by said retiree in monthly installments, and failure to pay said amount by the 15th of the current month shall result in permanent and irrevocable cancellation of said health coverage.

3. **N. J. Disability Plan.** As an added benefit, the township will subsidize the difference between an employee's weekly disability benefit and regular base pay for a period of 13 weeks. Employees are also entitled to use eligible vacation and/or sick days to subsidize the State Disability Rate after the Employer Subsidy period (first 13 weeks) has ended.

The Township may change the Health Benefits carriers, when equivalent benefits would result from such a change, but only after notifying the Union. Either the Township or the bargaining unit has the option to re-open negotiations on this Article (Article 30) pertaining to benefit issues, including but not limited to cost, level of benefit, carriers or related matters, should other Township bargaining units have a change in benefit.

ARTICLE 30 **INJURY PAY**

- A. In the event an employee is injured on the job, the employee shall sustain no loss of pay for the balance of that day.
- C. The injury shall be substantiated by a doctor's certificate.

ARTICLE 31
SAFETY

A. No employee shall be required to pay for loss or damage unless it shall first be proven that such loss or damage was caused by the employee's negligence or improper act.

B. Any employee becoming injured while on duty shall immediately report said injury to his immediate Supervisor or Chief of Police.

C. Any employee involved in an accident shall immediately report in writing said accident and any physical injuries or property damage sustained. The employee before the end of his/her shift shall make out an accident report in writing on Township time, on forms furnished by the Township, and shall turn in all available names and addresses of witnesses to the accident. Any employee witnessing an accident involving Township employees or Township property shall immediately report in writing said accident to the appropriate Township personal.

ARTICLE 32
SANITARY CONDITIONS

The Township shall maintain in good repair, sanitary conditions for its employees, such as toilets and hot and cold running water. Said facilities shall be available to both male and female employees.

ARTICLE 33
CLOTHING AND UNIFORMS

A. The Township, at its expense, shall furnish uniforms, if required, to all new full-time employees covered under this Agreement upon completion of their training period, with the consent and approval of the Chief of Police.

B. Male employees shall be issued "male-cut" uniforms and female employees shall be issued "female-cut" uniforms when available.

ARTICLE 34
PROBATIONARY PERIOD

- A. Full-time and Part-Time Employees - All employees shall serve a probationary period of six (6) months from the date of their completion of training before becoming full-time or part-time. During the probationary period said employee may be discharged by the Township with or without cause.

ARTICLE 35
LAYOFF AND RECALL

A. Should it become necessary to layoff employees because of lack of work, the Township shall resort to strict seniority, which means the last employee hired shall be the first employee laid off, so long as the employee retained is qualified to do the work.

B. When the Township recalls the employee it shall be done in the reverse order in the manner they were laid off, which means the last employee laid off shall be the first employee to be recalled, so long as the employee to be recalled is qualified to do the work necessitating the recall.

C. The Township agrees to give at least one (1) week notice whenever making seasonal or permanent layoffs to the Union, Shop Steward and the affected employees whenever possible. Where such notice is not given the employee shall receive one (1) week's pay in lieu thereof.

D. Notices must be given in writing.

E. The Township when recalling laid off employees, shall contact the employee at the employee's last known address by registered letter, and the employee shall have three (3) days to respond to such recall notice.

ARTICLE 36
DUES DEDUCTION

The Township hereby agrees to deduct union dues from union members' periodic paychecks upon the precondition of receipt of an executed dues deduction authorization from the affected employees.

ARTICLE 37
FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time the negotiated or signed this Agreement.

ARTICLE 38
SEVERABILITY OF AGREEMENT

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

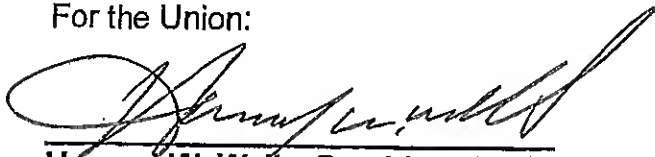
ARTICLE 39
DURATION OF AGREEMENT

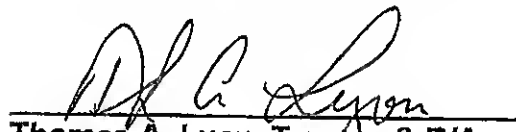
A. This Agreement shall be in full force and effect as of July 1, 2011 and shall remain in effect to and including December 31, 2012, without any reopening date.

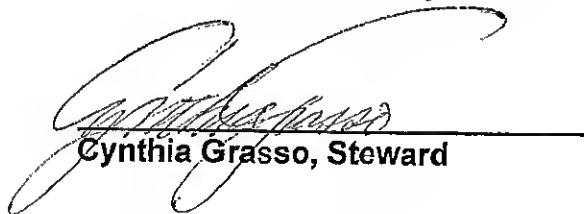
B. This Agreement shall continue in force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at the Township of Carney's Point, Salem County, New Jersey on this 20th day of September, 2012.

For the Union:

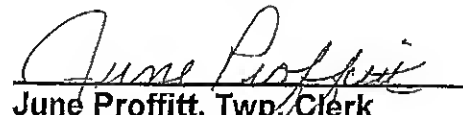

Howard W. Wells, President & B/A


Thomas A. Lyon, Trustee & B/A


Cynthia Grasso, Steward

For the Township:


Mayor Wayne Pelura


June Proffitt, Twp. Clerk